

### County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

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April 07, 2015

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

### **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

23 of April 7, 2015

ACTING EXECUTIVE OFFICER

RECOMMENDATION TO APPROVE FORM AMENDMENTS TO THE FOSTER FAMILY AGENCY, FOSTER FAMILY AGENCY-EMERGENCY SHELTER CARE, GROUP HOME, INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY, AND INTENSIVE TREATMENT FOSTER CARE-MULTIDIMENSIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY CONTRACTS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) seek approval to execute form amendments to the Foster Family Agency (FFA), FFA-Emergency Shelter Care (FFA-ESC), Group Home (GH), Intensive Treatment Foster Care (ITFC) FFA, and ITFC-Multidimensional Treatment Foster Care (MTFC) FFA services contracts to revise contract language and extend the term of these contracts. These contracts will be funded by the FFA, FFA-ESC, GH, ITFC FFA and ITFC-MTFC FFA approved annual combined allocation of \$346,980,160.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve Form Amendment (Attachment A) to the FFA Foster Care services contracts and delegate authority to the Director of DCFS or designee and the Chief Probation Officer or designee to execute a substantially similar amendment with the FFA Contractors listed on Attachment B to extend the term of these contracts, from May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017; and direct the Director of DCFS to notify the Board and the CEO in writing within ten workdays of executing such extensions. The Maximum Annual Sum of the FFA contracts is estimated at\$126.2 million, financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent net County cost (NCC) funds. Funding is included in the Department's Fiscal Year (FY) 2014-15 Adopted Budget.
- 2. Approve Form Amendment (Attachment C) to the FFA-ESC services contracts and delegate

authority to the Director of DCFS or designee to execute a substantially similar amendment with the FFA-ESC Contractors listed on Attachment D to extend the term of these contracts, from May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017; and direct the Director of DCFS to notify the Board and the CEO in writing within ten workdays of executing such extensions. The Maximum Annual Sum of the FFA-ESC contracts is estimated at \$380,160, financed using 85 percent State funds and 15 percent NCC funds. Funding is included in the Department's Fiscal Year (FY) 2014-15 Adopted Budget.

- 3. Approve Form Amendment (Attachment E) to the GH Foster Care services contracts and delegate authority to the Director of DCFS or designee and the Chief Probation Officer or designee, to execute a substantially similar amendment with the GH Contractors listed on Attachment F to extend the term of these contracts, from May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017; and direct the Director of DCFS to notify the Board and the CEO in writing within ten workdays of executing such extensions. The Maximum Annual Sum of the GH contracts is estimated at \$200 million, financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent NCC funds. Funding is included in the Department's FY 2014-15 Adopted Budget.
- 4. Approve Form Amendment (Attachment G) to the ITFC FFA services contracts and delegate authority to the Director of DCFS or designee, to execute a substantially similar amendment with the ITFC FFA Contractors listed on Attachment H to extend the term of these contracts from October 1, 2015, through September 30, 2016, with an option to extend for a one-year renewal period through September 30, 2017; and direct the Director of DCFS to notify the Board and the CEO in writing within ten workdays of executing such extensions. The Maximum Annual Sum of the ITFC FFA contracts is estimated at \$18.4 million financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent NCC funds. Funding is included in the Department's FY 2015-16 Budget Request.
- 5. Approve Form Amendment (Attachment I) to the ITFC-MTFC FFA contracts and delegate authority to the Director of DCFS or designee, to execute a substantially similar amendment with the ITFC-MTFC FFA Contractors listed on Attachment J to extend the term of these contracts, from October 1, 2015, through September 30, 2016, with an option to extend for a one-year renewal period through September 30, 2017; and direct the Director of DCFS to notify the Board and the CEO in writing within ten workdays of executing such extensions. The Maximum Annual Sum of the ITFC-MTFC FFA contracts is estimated at \$2.0 million, financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent NCC funds. Funding is included in the Department's FY 2015-16 Budget Request.
- 6. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to exercise the extension options in the FFA and GH contracts by written notice, and to execute amendments to these contracts to incorporate changes to the contract to meet program needs provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing extension options.
- 7. Delegate authority to the Director of DCFS, or designee, to execute amendments to the FFA, FFA-ESC, ITFC FFA, and ITFC-MTFC FFA contracts to incorporate changes to the contract to meet program needs provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing

such amendments.

- 8. Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to further extend the FFA, FFA-ESC, GH, ITFC FFA and ITFC-MTFC FFA contracts by amendment, if the California Department of Social Services (CDSS) further extends the timeline to complete the statewide Continuum of Care Reform (CCR) provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.
- 9. Delegate authority to the Director of DCFS, or designee, to execute amendments to the FFA-ESC contracts to increase the maximum contract sum, if CDSS approves additional FFA-ESC beds beyond six beds per contractor, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current FFA and GH Foster Care services contracts will expire on April 30, 2015; and the ITFC FFA and ITFC-MTFC FFA services contracts will expire on September 30, 2015. On June 23, 2014, the California Department of Social Services (CDSS) approved to extend these contracts through September 30, 2017. The recommended actions to amend these contracts will allow DCFS and Probation to continue to ensure the safety and well-being of children receiving out-of-home care placement services under their supervision.

Additionally, the form FFA and GH amendments include changes to the Terms and Conditions and Statement of Work to revise language related to Certified Foster Parents, Criminal Clearances, and Nutritional and Physical Activity, respectively, in accordance with federal mandates and to improve the well-being of the placed children.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #3 Integrated Services Delivery: Strategy 2 – Strengthening and Integrating Youth Protection Programs. These changes will enable DCFS and Probation to work collaboratively with contracted FFAs, FFA-ESCs, GHs, ITFCs and ITFC-MTFCs to provide a safe, protective, and nurturing environment for children and youth under their supervision.

#### **FISCAL IMPACT/FINANCING**

The estimated annual FFA placement cost is \$126.2 million, financed using 36 percent, Federal Title IV-E Waiver funds, 33 percent State funds, and 31 percent NCC funds. Funding is included in the DCFS FY 2014-15 Adopted Budget.

The estimated annual FFA-ESC placement cost is \$380,160, financed using 85 percent State funds and 15 percent NCC funds. Funding is included in the DCFS FY 2014-15 Adopted Budget.

The estimated annual GH placement cost is \$200 million, financed using 36 percent, Federal Title IV-E Waiver funds, 33 percent State funds, and 31 percent NCC funds. Funding is included in the DCFS FY 2014-15 Adopted Budget.

The estimated annual ITFC FFA placement cost is \$18.4 million, financed using 36 percent, Federal Title IV-E Waiver funds, 33 percent State, and 31 percent NCC. Funding is included in the DCFS FY 2015-16 Budget Request.

The estimated annual ITFC-MTFC FFA placement cost is \$2.0 million, financed using 36 percent, Federal Title IV-E Waiver funds, 33 percent State, and 31 percent NCC. Funding is included in the DCFS FY 2015-16 Budget Request.

These amendments will be funded by the FFA, FFA-ESC, GH, ITFC FFA and ITFC-MTFC FFA approved annual allocation of \$346,980,160.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS evaluated and determined these Form Amendments comply with the CDSS Contracting Policies Manual 23.604.38(i), which requires all contracts to include provisions for amendments and, that the Living Wage Program (County Code Chapter 2.201) does not apply, as the contracts were not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the utilization of resources that are not available in the County system. The CEO and County Counsel have reviewed the amendments and Board letter. The attached Form Amendments have been approved as to form by County Counsel.

#### **CONTRACTING PROCESS**

On June 23, 2014, CDSS Contract and Purchasing Bureau approved the DCFS's request to extend the term of the FFA, FFA-ESC, GH, ITFC FFA and ITFC-MTFC FFA contracts through September 30, 2017, to allow for the completion of the State's Continuum of Care Reform (CCR).

#### CONTRACTOR PERFORMANCE

DCFS and the Probation Department complete annual contract compliance reviews on the 46 contracted FFAs and 68 contracted GHs. DCFS will also complete Fiscal reviews on the FFA and GH contractors not receiving fiscal reviews either initiated or completed in this fiscal year. The FFA and GH contractors recommended for contract extension are compliant with the FFA and or GH contract requirements and if required have submitted and implemented any requested Corrective Active Plans or Fiscal Corrective Action Plans.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the contract amendments will allow the departments to continue to provide FFA, FFA-ESC, GH, ITFC FFA and ITFC-MTFC FFA services to DCFS and Probation children and families. The service levels required under these amendments are the same as those in the current contracts.

#### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services and one to the Probation Department.

Respectfully submitted,

PHILIP L. BROWNING

Plus P. Browning

Director

JERRY E. POWERS
Chief Probation Officer

PLB/JEP:CMM EM:LTI

#### **Enclosures**

c: Interim Chief Executive Officer
 County Counsel
 Acting Executive Officer, Board of Supervisors



#### AMENDMENT NUMBER «AMEND\_NO»

TO

## FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

**WITH** 

«CONTRACTOR\_NAME»

**MAY 2015** 

## COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER» WITH «CONTRACTOR\_NAME»

This Amendment Number «Amend\_No» to Foster Family Agency Foster Care Services Contract Number «Contract\_Number» is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «Contractor\_Name», hereinafter referred to as "CONTRACTOR" this 1<sup>st</sup> day of May 2015.

WHEREAS, on October 21, 2008, the Board of Supervisors approved the Foster Family Agency Foster Care Services Contracts with certain qualified non-profit corporations for Foster Family Agency Foster Care Services; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Foster Family Agency Foster Care Services Contract and CONTRACTOR has been providing foster family agency foster care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the term of these contracts effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017.

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the Foster Family Agency Foster Care Services Contract as follows:

- I. Part I, Unique Terms and Conditions, Section 3.0 Term, is amended to add Subsection 3.2.2 to read as follows:
  - 3.2.2 The term of this contract is extended effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017. The COUNTY shall have the sole option to extend the term of this contract, as needed, by written notice.
- II. Part I, Unique Terms and Conditions, Section 12.0 Certified Foster Parents, Subsection 12.8 is amended to read as follows:
  - 12.8 CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and placement homes, including when Certified Foster Parent is certified or decertified. Contractor shall report these updates/changes using the Foster Care Search System (FCSS). Notification of certification shall occur prior to placement. Notice of decertification shall occur within 72 hours following the date of decertification and shall include the name of the foster parent, date of birth and social security number and reason for decertification.

These notices shall be sent to the DCFS' Revenue Enhancement Division via email to <a href="mailto:DCFS\_REUNIT@dcfs.lacounty.gov">DCFS\_REUNIT@dcfs.lacounty.gov</a> or uploaded on the FCSS. Decertification notification shall include the reason for decertifying. Failure to provide this information to COUNTY may result in a Do Not Refer Status being placed on the FFA.

III. Part I, Section 17.0 Financial Reporting, Sub-sections 17.5.1, 17.5.1.1, 17.5.1.2, and 17.5.1.3 are amended to read as follows:

#### 17.5.1 SUBMISSION OF IRS AND EDD TRANSCRIPTS

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

- 17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 17.5.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 fillings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.5.1.1 and 17.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").
- IV. Part II, Standard Terms and Conditions, Section 18.0 Criminal Clearances, Subsection 18.3 and 18.5 are amended to read as follows:
  - 18.3 CONTRACTOR shall obtain a criminal clearance or an approved criminal record exemption on each individual for whom such clearance or

exemption is required, prior to any contact with Placed Children. CONTRACTOR shall notify COUNTY of any request for exemptions and/or exceptions from California Department of Social Services (CDSS) Criminal Background Check Bureau (CBCB) of any prospective and current certified foster parents, other household members, and substitute caregivers/babysitters. CONTRACTOR shall inform COUNTY of any approved exemptions and/or exemptions by CDSS' CBCB. Notifications shall be sent to CONTRACTOR's assigned Out-of-Home Care Management assigned monitor. CONTRACTOR shall report any subsequent arrest, conviction, and probation or parole violation of these individuals to CCLD, DCFS CSW/Probation, and DCFS/Probation assigned monitor within two business days of notification. The Out-of-Home Care Management Division has discretion not to utilize a certified foster home that has received a criminal record exemption. CONTRACTOR shall be notified of such decision within 5 days of DCFS receipt of this information.

18.5 CONTRACTOR shall check the Megan's Law Website at http://meganslaw.ca.gov prior to: the certification of any prospective foster parent to include both the prospective foster parent and any other adults residing in the certified home and/or on the premises of the certified foster parent's(s) property; the hiring of any prospective employee(s) or the use of agency independent contractor(s), volunteer(s) or Subcontractor(s) who may come in unsupervised contact with Placed Children in the course of their work, volunteer activity or performance of the Subcontract. CONTRACTOR shall maintain records documenting this verification.

COUNTY will not monitor and report findings on the contract provision that was implemented via amendment, effective May 1, 2014, through April 30, 2015, which instructs the CONTRACTOR to contact the law enforcement agency to check its database and to document the result.

Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its rights consistent with Part I, Section 19.0 Dispute Resolution Procedures of this Contract.

- V. Exhibits, Exhibit A, Statement of Work, Part C, Section 3.0 Well-being/Self-sufficiency, Sub-section 3.7.6 is amended to read as follow:
  - 3.7.6 Balanced Diet, Snacks, and Special Diets and Physical Activity

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 9.5, Section

89376. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the Needs and Services Plan. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical problems/conditions.

The CONTRACTOR shall ensure the Certified Foster Parents do not serve frozen milk or powdered milk for drinking.

The CONTRACTOR shall ensure all Certified Foster Parents use the most current age-appropriate nutritional and physical activity guidelines recommendation by the Centers for Disease Control and Prevention and the American Academy of Pediatrics, and shall include contract monitoring processes to ensure compliance with these guidelines.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT NUMBER»

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number «Amend\_No» to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
	«Contractor_Name» Name of Agency
By: Philip L. Browning, Director Department of Children and Family Services	By: Name: Title
	By: Name: Title
	<pre>«Tax_ID» Tax Identification Number</pre>
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL MARK J. SALADINO	
By:	 ounsel

#### List of Foster Family Agency Contractors

- 1. Alpha Treatment Centers
- 2. Alliance Human Services
- 3. Aspiranet (d.b.a. Moss Beach Homes)
- 4. Bienvenidos Children's Center
- 5. California Institute of Health & Social Services d.b.a. Children's Way
- 6. Childhelp
- 7. ChildNet Youth and Family Services
- 8. Children's Bureau of Southern California
- 9. Children's Institute, Inc.
- 10. Concept 7
- 11. Counseling and Research Associates dba Masada Home
- 12. David and Margaret Home, Inc.
- 13. Eggleston Youth Centers, Inc.
- 14. Ettie Lee Homes, Inc.
- 15. Families for Children
- 16. Families Uniting Families
- 17. Five Acres-The Boys' and Girls' Aid Society of Los Angeles County
- 18. Florence Crittenton Services of Orange County d.b.a. Crittenton Services
- 19. Fred Jefferson Memorial Home for Boys
- 20. Futuro Infantil Hispano F.F.A.
- 21. Guardians of Love
- 22. Hamburger Home dba Aviva Family and Children's Services
- 23. Hanna's House
- 24. Hathaway-Sycamores Child and Family Services
- 25. Holy Family Services Adoption & Foster Care
- 26. Inner Circle Foster Family Agency
- 27. Koinonia Foster Homes
- 28. Latino Family Institute
- 29. McKinley Children's Center, Inc. dba McKinley Boy's Home
- 30. Niños Latinos Unidos, Inc.
- 31. Nuevo Amanecer Latino Children's Services
- 32. Olive Crest Treatment Centers, Inc. dba Olive Crest
- 33. Optimist Boys' Home and Ranch
- 34. Penny Lane Centers
- 35. Rosemary Children's Services
- 36. Seneca Family of Agencies
- 37. Serenity Infant Care Home Inc.,
- 38. South Bay Bright Future Inc.,
- 39. Southern California Foster Family Agency
- 40. The Dangerfield Institute of Urban Problems
- 41. The Village Family Services
- 42. Trinity Youth Services
- 43. Vista Del Mar Child and Family Services
- 44. Walden Environment d.b.a. Walden Family Services
- 45. West Covina Foster Family Agency dba Homes of Hope
- 46. Westside Children's Center, Inc.



#### AMENDMENT NUMBER «AMEND\_NO»

TO

## FOSTER FAMILY AGENCY-EMERGENCY SHELTER CARE CONTRACT NUMBER «CONTRACT\_NUMBER»

**WITH** 

**«CONTRACTOR\_NAME»** 

**MAY 2015** 

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO FOSTER FAMILY AGENCYEMERGENCY SHELTER CARE CONTRACT NUMBER «CONTRACT\_NUMBER» WITH «CONTRACTOR NAME»

This Amendment Number «Amend\_No» to Foster Family Agency-Emergency Shelter Care Contract Number «Contract\_Number» is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «Contractor\_Name», hereinafter referred to as "CONTRACTOR" this 1<sup>st</sup> day of May 2015.

WHEREAS, pursuant to California Department of Social Services, Operations Manual, Section 23-650, COUNTY is permitted to contract for emergency shelter care services providing six (6) or fewer beds; and

WHEREAS, on July 9, 2013, the Board of Supervisors approved the Foster Family Agency-Emergency Shelter Care Contracts with certain qualified non-profit corporations for Foster Family Agency Foster Care Services; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 5.0, Changes and Amendments, in the Foster Family Agency-Emergency Shelter Care Contract; and

WHEREAS, the purpose of this Amendment is to extend the term of these contracts effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017; and

WHEREAS, CONTRACTOR is a Foster Family Agency-Emergency Shelter Care Contractor with the County of Los Angeles, in good standing; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the Foster Family Agency-Emergency Shelter Care Contract as follows:

- I. Part I, Unique Terms and Conditions, Section 2.0 Term, is amended to add Subsection 2.1.1 to read as follows:
  - 2.1.1 The term of this contract is extended effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017. The COUNTY shall have the sole option to extend the term of this contract, as needed, by written notice.

- II. Part I, Unique Terms and Conditions, Section 3.0 Contract Sum, Subsection 3.1 is replaced as follows:
  - 3.1 The Maximum Annual Contract Sum for the period of May 1, 2015, through September 30, 2015, is \$19,800, and for each of the two one-year extension options, if exercised, as provided in Section 2.1.1, is \$47,520.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT

## COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO FOSTER FAMILY AGENCYEMERGENCY SHELTER CARE CONTRACT NUMBER «CONTRACT\_NUMBER»

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number «Amend\_No» to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
	«Contractor_Name» Name of Agency
By:	Ву:
By: Philip L. Browning, Director Department of Children and Family Services	Name:
	Title
	By:
	Name:
	Title
	«Tax_ID» Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL MARK J. SALADINO	
By:	unsel

#### List of Foster Family Agency – Emergency Shelter Care Services Contractors

- 1. Five Acres-The Boys' and Girls' Aid Society of Los Angeles County
- 2. Fred Jefferson Memorial Home for Boys
- 3. Hathaway-Sycamores Child and Family Services
- 4. McKinley Children's Center, Inc. dba McKinley Boy's Home
- 5. Nuevo Amanecer Latino Children's Services
- 6. Olive Crest Treatment Centers, Inc. dba Olive Crest
- 7. Optimist Boys' Home and Ranch
- 8. Southern California Foster Family Agency



#### AMENDMENT NUMBER «AMEND\_NO»

TO

## GROUP HOME FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

WITH

«CONTRACTOR\_NAME»

**MAY 2015** 

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO GROUP HOME FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER» WITH «CONTRACTOR\_NAME»

This Amendment Number «Amend\_No» to Group Home Foster Care Services Contract Number «Contract\_Number» is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «Contractor\_Name», hereinafter referred to as "CONTRACTOR" this 1<sup>st</sup> day of May 2015.

WHEREAS, on October 21, 2008, the Board of Supervisors approved the Group Home Foster Care Services Contracts with certain qualified non-profit corporations for Group Home Foster Care Services; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Group Home Foster Care Services Contract and CONTRACTOR has been providing group home foster care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the term of these contracts effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017.

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the Group Home Foster Care Services Contract as follows:

- I. Part I, Unique Terms and Conditions, Section 3.0 Term, is amended to add Subsection 3.2.2 to read as follows:
  - 3.2.2 The term of this contract is extended effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017. The COUNTY shall have the sole option to extend the term of this contract, as needed, by written notice.
- II. Part I, Section 16.0 Financial Reporting, Sub-sections 16.2.1, 16.2.1.1, 16.2.1.2, and 16.2.1.3 are amended to read as follows:

#### 16.2.1 SUBMISSION OF IRS AND EDD TRANSCRIPTS

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the

essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

- 16.2.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 16.2.1.2 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 fillings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 16.2.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 16.2.1.1 and 16.2.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").
- III. Part II, Standard Terms and Conditions, Section 18.0 Criminal Clearances, Subsection 18.3 is amended to read as follows:
  - 18.3 CONTRACTOR shall obtain a criminal clearance or an approved criminal record exemption on each individual for whom such clearance or exemption is required, prior to any contact with Placed Children. CONTRACTOR shall notify COUNTY of any request for exemptions and/or exceptions from California Department of Social Services (CDSS) Criminal Background Check Bureau (CBCB) of any employee and current employee, independent contractor, volunteer staff or Subcontractor. CONTRACTOR shall inform COUNTY of any approved exemptions and/or exemptions by CDSS' CBCB. Notifications shall be sent to CONTRACTOR's assigned Out-of-Home Care Management monitor and/or assigned Probation PPQA Group Home Monitor/Investigator. CONTRACTOR shall report any subsequent arrest, conviction, and probation or parole violation of these individuals to CCLD, DCFS CSW/Probation, and DCFS/Probation assigned monitor within two business days of notification.

CONTRACTOR shall check the Megan's Law Website at <a href="http://meganslaw.ca.gov">http://meganslaw.ca.gov</a> prior to: the hiring of any prospective employee(s); or the use of agency independent contractor(s), volunteer(s) or

Subcontractor(s) who may come in unsupervised contact with Placed Children in the course of their work, volunteer activity or performance of the Subcontract. CONTRACTOR shall maintain records documenting this verification.

COUNTY will not monitor and report findings on the contract provision that was implemented via amendment, effective May 1, 2014, through April 30, 2015, which instructs the CONTRACTOR to contact the law enforcement agency to check its database and to document the result.

- IV. Exhibits, Exhibit A, Statement of Work, Part C, Section 3.0 Well-being/Self-sufficiency, Sub-section 3.10 is amended to read as follows:
  - 3.10 Balanced Diet, Snacks, and Special Diets and Physical Activity

The CONTRACTOR shall provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 5, Section 84076. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.

The CONTRACTOR shall provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the Needs and Services Plan. The CONTRACTOR shall inform County Worker when special dietary needs arise due to medical problems/conditions.

The CONTRACTOR shall not serve frozen milk or powdered milk for drinking.

The CONTRACTOR shall use the most current age-appropriate nutritional and physical activity guidelines recommendation by the Centers for Disease Control and Prevention and the American Academy of Pediatrics, and shall include contract monitoring processes to ensure compliance with these guidelines.

3.10.1 Food Preparation and Storage:

The CONTRACTOR shall comply with Title 22, Division 6, Chapter 1, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT

## COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO GROUP HOME FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number «Amend\_No» to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Chief Probation Officer of the Probation Department and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
	«Contractor_Name» Name of Agency
By: Philip L. Browning, Director Department of Children and Family Services	Ву:
	Name:
	Title
By:	Ву:
Jerry E. Powers, Chief Probation Officer Probation Department	Name:
	Title
	«Tax_ID» Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL MARK J. SALADINO	
By:	

#### List of Group Home Contractors

#### Group Home contracts that will be extended

- 1. B & I Group Home
- 2. Bayfront Youth and Family Services
- 3. Bourne, Inc.
- 4. Boys Republic
- 5. Boys Town California, Inc.
- 6. Careprovider.org Foundation
- 7. Casa Editha Foundation, Inc.
- 8. Childhelp, Inc.9. Children's Homes of Southern California
- 10. Community Youth Sports & Arts Foundation
- 11. David and Margaret Home, Inc.
- 12. Deliann-Lucile Corporation
- 13. Diakonia, Inc.
- 14. Dream Home Care, Inc.
- 15. Eggleston Youth Center, Inc.
- 16. Fields Comprehensive Youth Services, Inc.
- 17. Five Acres-The Boys' and Girls' Aid Society of Los Angeles County
- 18. Fleming and Barnes. Inc.
- 19. Florence Crittenton Services of Orange County, Inc., d.b.a Crittenton Services
- 20. Fred Jefferson Memorial Home for Boys
- 21. Future Stars Youth Services, Inc.
- 22. Garces Residential Care Services
- 23. Guiding Light Home for Boys
- 24. Hamburger Home, Inc., d.b.a. Aviva Family and Children's Services
- 25. Hathaway-Sycamores Child and Family Services
- 26. Heritage Group Homes, Inc.
- 27. Hillsides
- 28. Human Services Network, Inc.
- 29. Humanistic Foundation. Inc.
- 30. Junior Blind of America
- 31. Leroy Haynes Center for Children & Family Services, Inc.
- 32. Lifecircles Unlimited, Inc.
- 33. Los Angeles Youth Network
- 34. Luvlee's Residential Care
- 35. McKinley Children's Center, Inc.
- 36. Macro Homes, Inc.
- 37. Mary's Shelter
- 38. Maryvale
- 39. Murrell's Farm And Boys Home
- 40. Olive Crest
- 41. Optimist Boys' Home & Ranch, Inc.
- 42. Orange County Children's Foundation, Inc.
- 43. Pacific Lodge Youth Services

- 44. Paragon Center, Inc.
- 45. Penny Lane Centers
- 46. Phoenix Houses of Los Angeles, Inc.
- 47. Positive Path Youth Development Center
- 48. Project Six
- 49. Rancho San Antonio Boys Home, Inc.
- 50. Rosemary Children's Services 51. San Gabriel Children's Center, Inc.
- 52. Sand Hill Group Home, Inc.
- 53. South Bay Bright Future, Inc.
- 54. St. Anne's Maternity Home
- 55. Starshine
- 56. T & T Home for Boys
- 57. The Dangerfield Institute of Urban Problems
- 58. The Dream Catcher Foundation, Inc.
- 59. The House of Bethesda, Inc.
- 60. Trinity Youth Services, Residential Services
- 61. Turmont Home for Boys
- 62. Vista Del Mar Child and Family Services
- 63. West Covina Foster Family Agency
- 64. West Covina Group Corporation
- 65. You Are The Difference Foundation, Inc.

#### Group Home contracts that will **not** be extended

- 1. Children Are Our Future
- 2. O'Conner and Atkins Group Home
- 3. Touch A Life Foundation



#### AMENDMENT NUMBER «AMEND\_NO»

TO

## INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

WITH

**«CONTRACTOR\_NAME»** 

**OCTOBER 2015** 

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER» WITH «CONTRACTOR NAME»

This Amendment Number «Amend\_No» to Intensive Treatment Foster Care Foster Family Agency Foster Care Services Contract Number «Contract\_Number» is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «Contractor\_Name», hereinafter referred to as "CONTRACTOR" this 1<sup>st</sup> day of May 2015.

WHEREAS, on November 17, 2009, the Board of Supervisors approved the Intensive Treatment Foster Care Foster Family Agency Contracts with certain qualified non-profit corporations for Intensive Treatment Foster Care Foster Family Agency services; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Intensive Treatment Foster Care Foster Family Agency Contract and CONTRACTOR has been providing intensive treatment foster care foster family agency services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the term of these contracts effective October 1, 2015, through September 30, 2016, with an option to extend for a one-year renewal period through September 30, 2017.

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the Intensive Treatment Foster Care Foster Family Agency Contract as follows:

- I. Part I, Unique Terms and Conditions, Section 3.0 Term, is amended to add Subsection 3.5 to read as follows:
  - 3.5 The term of this contract is extended effective October 1, 2015, through September 30, 2016, with an option to extend for a one-year renewal period through September 30, 2017. The COUNTY shall have the sole option to extend the term of this contract, as needed, by written notice.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number «Amend\_No» to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
	«Contractor_Name» Name of Agency
By: Philip L. Browning, Director Department of Children and Family Services	By: Name: Title
	Ву:
	Name:
	Title
	«Tax_ID» Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL MARK J. SALADINO	
By:	
David Deaddet, Defilor Deputy County Of	3411361

#### List of Intensive Treatment Foster Care Foster Family Agency Contractors

- 1. ChildNet Youth and Family Services
- 2. Children's Institute, Inc.
- 3. David and Margaret Home, Inc.
- 4. Ettie Lee Homes, Inc.
- 5. Five Acres-The Boys' and Girls' Aid Society of Los Angeles County
- 6. Hamburger Home dba Aviva Family and Children's Services
- 7. Hathaway-Sycamores Child and Family Services
- 8. Olive Crest Treatment Centers, Inc. dba Olive Crest
- 9. Penny Lane Centers
- 10. Rosemary Children's Services
- 11. The Village Family Services
- 12. Vista Del Mar Child and Family Services



#### AMENDMENT NUMBER «AMEND\_NO»

TO

#### INTENSIVE TREATMENT FOSTER CARE-MULTIDIMENSIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

**WITH** 

**«CONTRACTOR\_NAME»** 

**OCTOBER 2015** 

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO INTENSIVE TREATMENT FOSTER CARE-MULTIDIMENSIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER» WITH «CONTRACTOR\_NAME»

This Amendment Number «Amend\_No» to Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Foster Care Services Contract Number «Contract\_Number» is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «Contractor\_Name», hereinafter referred to as "CONTRACTOR" this 1<sup>st</sup> day of May 2015.

WHEREAS, on November 17, 2009, the Board of Supervisors approved the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Foster Care Contracts with certain qualified non-profit corporations for Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Foster Care services; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Foster Care Contract and CONTRACTOR has been providing Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Foster Care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the term of these contracts effective October 1, 2015, through September 30, 2016, with an option to extend for a one-year renewal period through September 30, 2017.

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Contract as follows:

- I. Part I, Unique Terms and Conditions, Section 3.0 Term, is amended to add Subsection 3.5 to read as follows:
  - 3.5 The term of this contract is extended effective October 1, 2015, through September 30, 2016, with an option to extend for a one-year renewal period through September 30, 2017. The COUNTY shall have the sole option to extend the term of this contract, as needed, by written notice.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER «AMEND\_NO» TO INTENSIVE TREATMENT FOSTER CARE-MULTIDIMENSIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY FOSTER CARE SERVICES CONTRACT NUMBER «CONTRACT\_NUMBER»

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number «Amend\_No» to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR	
	«Contractor_Name» Name of Agency	
By:Philip L. Browning, Director	Ву:	
Department of Children and Family Services	Name:	
	Title	
	Ву:	
	Name:	
	Title	
	«Tax_ID» Tax Identification Number	
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL MARK J. SALADINO		
By: David Beaudet, Senior Deputy County Counsel		

### List of Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Contractors

- 1. Children's Institute, Inc.
- 2. David and Margaret Home, Inc.